

1 BILL NO. S-85-09-06

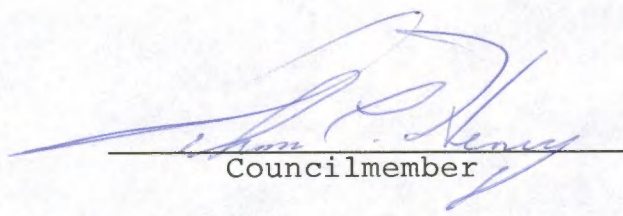
2 SPECIAL ORDINANCE NO. S-

3 AN ORDINANCE approving Contract for
4 414-85, Spy Run Storm Sewer, by the City
5 of Fort Wayne by and through its Board of
6 Public Works and Safety and Land Excavating
for the construction of storm sewers improve-
ment.

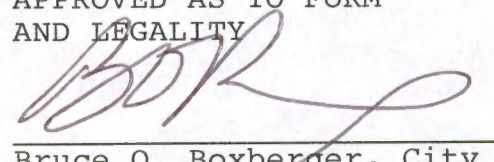
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. Contract by the City of Fort Wayne by
10 and through its Board of Public Works and Safety and Land
11 Excavating for construction of storm sewers improvement.
12 The contract amount was One Hundred Sixty-Eight Thousand Five
13 Hundred One and 25/100 Dollars (\$168,501.25). The contract
14 documents are attached hereto as a part hereof.

15 SECTION 3. That this Ordinance shall be in full force
16 and effect from and after its passage and any and all necessary
17 approval by the Mayor.

18
19 
20 Councilmember

21 APPROVED AS TO FORM
22 AND LEGALITY

23 
24 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Sperry, seconded by Crabtree, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S

DATE: 9-10-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Sperry, seconded by Sperry, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>2</u>	_____	_____	<u>2</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	<u>✓</u>	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-24-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. ✓ - 175-85

on the 24th day of September, 19 85,

ATTEST:

(SEAL)

Sandra E. Kennedy

Mark E. GiaQuinta

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of September, 19 85, at the hour of 11:00 o'clock PM .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of October, 19 85, at the hour of 1:00 o'clock P .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

TO: CITY ATTORNEY
FROM: BOARD OF PUBLIC WORKS
APPROVED BY: David J. Kiester
David J. Kiester, Chairman

#6

DATE: Sept. 4, 1985

SUBJECT: Contract for Res. 414-85, Spy Run Storm Sewer

FILE # ASSIGNED BY RECORDS LIBRARIAN

ACTION REQUESTED: Please prepare an ordinance to be introduced in City Council
on: Sept. 10, 1985

Approving Contract for Res. 414-85, Spy Run Storm Sewer. Land Excavating is
the Contractor.

cc: CITY ATTORNEY
DEPARTMENT

Invitation For Bids/Award of Contract*
(FEDERALLY-ASSISTED Construction)

Page 1 of ____

PROJECT: Spy Run (NSA) Storm

Resolution# 414-1985

CONTRACT #:

CONTENTS

Check if Contained	Pages	
X	1	COVER SHEET
X	I-1 - I-11	INSTRUCTION TO BIDDERS
X	SI.	SCHEDULE
X	SI/1A	SCHEDULE OF ITEMS
X	GP1 - GP17	GENERAL PROVISIONS
X	GPA1 - GPA6	FEDERAL LABOR STANDARDS PROVISIONS
X	SC-1 - SC-3	SPECIAL CONDITIONS
X		PLANS AND SPECIFICATIONS
X		DRAWINGS
X	NA/1	NOTICE OF AWARD
X	NP/1	NOTICE TO PROCEED
X	CO/1-CO/2	CHANGE ORDER SPECIMEN

ATTACHMENTS

X	CNSF/1	CERTIFICATION OF NON-SEGREGATED FACILITIES
X	NCA/1	NON-COLLUSION AFFIDAVIT
X	BB/1	BIDDER'S BOND
		STATE BOARD OF ACCOUNTS FORM 96-A
X	CFS/1	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
X	PWS/1	PREVAILING WAGE SCALE - STATE OF INDIANA
X		FEDERAL WAGE SCALE
X	PB/1-PB2	PAYMENT BOND
X	PGB/1-PGB/3	WARRANTY BOND
X	RW/1	RIGHT OF WAY CUT PERMIT

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)	10 CALENDAR DAYS _____%	20 CALENDAR DAYS _____%	30 CALENDAR DAYS _____%	OTHER _____%
ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO. 1	DATE 8-16-85	AMENDMENT NO.	DATE

BID SUBMITTED

ACCEPTANCE OF BID/AWARD OF CONTRACT

Land Excavating, Inc.
Contractor
By: [Signature]
Attest: [Signature]
Its: President
Offer
Date: August 21, 1985
Bidder agrees to keep bid open for
acceptance for _____ (90 days
unless otherwise specified)
COMPLIANCE: C. Bailey
O.C. 2/85
B.O.W. FED.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY
[Signature]
[Signature]
[Signature]
CITY OF FORT WAYNE
MAYOR
[Signature]
AWARD DATE: Aug 26, 1984

*NOTE: AWARD WILL BE MADE ON THIS FORM.

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

Spy run (NSA) Storm Improvement Resolution 414-1985

All work will be performed in accordance with: Resolution # 414-1985, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$168,501.25. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 150 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 60 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

DATE _____

PROJECT NAME: SPYRUN (N.S.A.) STORM SEWER IMPROVEMENT

SI/1A

8/16/85

[illegible]



The City of Fort Wayne

Water Pollution Control Engineering Department
Room 700 City-County Building, One Main Street
Fort Wayne, IN (219) 427-1143

16 August 1985

TO PROSPECTIVE BIDDERS:

SUBJECT: Addendum No. 1 - Spy Run (N.S.A.) Resolution 414-85

Gentlemen:

Attached is Addendum No. 1 for subject project. Please signify receipt of Addendum No. 1 by signing the form below.

If there are any questions, please contact the undersigned of this office directly at (219) 427-1143.

Sincerely,

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

CDE/slr

Attachment: Addendum No. 1

Received this 19th day of August 1985.

Hard Excavating, Inc.
Bidding Contractor

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Westacres Nursery		Restoration
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Bunsold Trucking		Hauling
2.		
3.		

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Land Excavating, Inc.

By Jacob Brown
Its President

Contractor _____

By _____
Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By

Its Jack Braun, President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00)

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time- Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

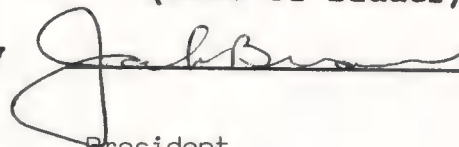
The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: August 21, 19 85 Land Excavating, Inc.

(Name of Bidder)

By



President

Title

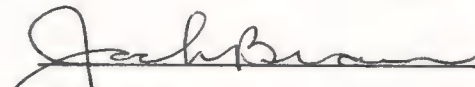
Official Address (including
ZIP code):

P.O. Box 192; LaOtto, IN 46763

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____ any _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.



Jack Braun, President

Land Excavating, Inc.

Subscribed and sworn to before me by Jack Braun
this 21 day of August, 1985.

My Commission Expires:

April 28, 1986



Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this ____ day of _____, 198____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this ____ day of _____, 198____.

My Commission Expires:

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President
Position, of Land Excavating, Inc.
Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: August 21, 1985

Jack Braun
Signature
President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 21 day of August, 198 5.

Jay Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1986

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS

A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.

P. O. Box 192

LaOtto, IN 46763

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

Board of Public Works
City of Fort Wayne
One Main Street
Fort Wayne, IN 46801

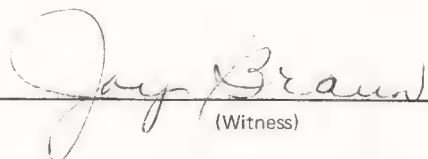
as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid----- Dollars (\$-----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Spy Run Storm Sewer Resolution #414-1985

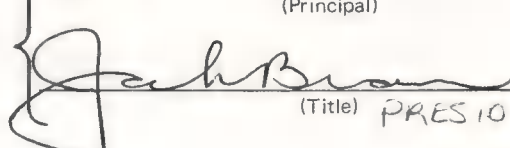
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of August A.D. 1985.



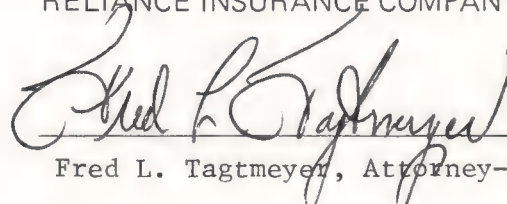
(Witness)

LAND EXCAVATING, INC.

(Principal) (Seal)


(Title) PRESIDENT

RELIANCE INSURANCE COMPANY



Fred L. Tagtmeyer, Attorney-In-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power as executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

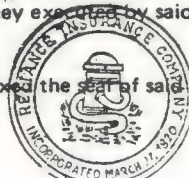


Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 21st day of August 1985.



Assistant Secretary

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.

P.O. Box 192

LaOtto, IN 46763

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE

One Main Street

Fort Wayne, IN 46802

as Oblige, hereinafter called Owner, in the amount of ONE HUNDRED SIXTY-EIGHT THOUSAND, FIVE HUNDRED ONE

& 25/100. Dollars (\$ 168,501.25), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated SEPTEMBER 3, 19 85, entered into a contract with Owner for SPY RUN STORM SEWER - RESOLUTION #414-1985

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this THIRD

day of SEPTEMBER

19 85

Jay Braun
 (Witness)

LAND EXCAVATING, INC.

(Seal)

By *Jay Braun* (Principal)

President

RELIANCE INSURANCE COMPANY

By *Fred L. Tagtmeyer* (Title)

Fred L. Tagtmeyer - Attorney-in-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P.O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE
One Main Street
Fort Wayne, IN 46802

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of ONE HUNDRED

SIXTY-EIGHT THOUSAND, FIVE HUNDRED ONE & 25/100 Dollars (\$ 168,501.25),

or the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated SEPTEMBER 3, 1985 19 , entered into a contract with Owner for SPY RUN STORM SEWER - RESOLUTION #414-1985

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, when this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, to prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

BILL NO. S-85-09-06

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract

for 414-85, Spy Run Storm Sewer, by the City of Fort Wayne by and

through its Board of Public Works and Safety and Land Excavating

for the construction of storm sewers improvement.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

D. J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 9-24-85

SANDRA E. KENNEDY
CITY CLERK

TITLE OF ORDINANCE Contract for Res. 414-85, Spy Run Storm SewerDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety0-85-09-06SYNOPSIS OF ORDINANCE Spy Run Storm Sewer (N.S.A.), Res. 414-85, is for the con-struction of storm sewer improvement bounded on the north by Tennessee Avenue,bounded on the south by the Three Rivers Park Filtration Plant, bounded west by the SpyRun Avenue, and bounded on the east by the St. Joe River. Land Excavating is the Con-tractor.EFFECT OF PASSAGE Improvement in sewer conditions at above area.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS)

\$168,501.25

ASSIGNED TO COMMITTEE _____